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Attorneys for Defendants  
 SAN FRANCISCO COMMUNITY INVESTMENT FUND,  
 CITY AND COUNTY OF SAN FRANCISCO, and NAOMI KELLY

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, *ex rel.*  
 LEIASA BECKHAM, and STATE OF  
 CALIFORNIA, *ex rel.* LEIASA BECKHAM,

Plaintiffs,

vs.

1850 BRYANT LAND LLC, KASLOFSKY  
 & ASSOCIATES LLC, THURSTON  
 KASLOFSKY, CHRISTOPHER PAUL  
 FOLEY, DOUGLAS ROSS, SAN  
 FRANCISCO COMMUNITY  
 INVESTMENT FUND, CITY AND  
 COUNTY OF SAN FRANCISCO, and  
 NAOMI KELLY,

Defendants.

Case No. 3:21-cv-05742-RS (DMR) (AGT)

**[PROPOSED] STIPULATED PROTECTIVE  
 ORDER**

Before: Honorable Richard Seeborg  
 Place: 450 Golden Gate Avenue  
 Courtroom 3 – 17th Floor  
 San Francisco, CA 94102

Trial Date: September 8, 2025.

## 1           **1.       PURPOSES AND LIMITATIONS**

2           Disclosure and discovery activity in this action are likely to involve production of  
 3 confidential, proprietary, or private information for which special protection from public disclosure  
 4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
 5 the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective  
 6 Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures  
 7 or responses to discovery and that the protection it affords from public disclosure and use extends  
 8 only to the limited information or items that are entitled to confidential treatment under the  
 9 applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that  
 10 this Stipulated Protective Order does not entitle them to file confidential information under seal;  
 11 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be  
 12 applied when a Party seeks permission from the court to file material under seal.

## 13           **2.       DEFINITIONS**

14           2.1       Challenging Party: a Party or Non-Party that challenges the designation of  
 15 information or items under this Order.

16           2.2       “CONFIDENTIAL” Information or Items: information (regardless of how it is  
 17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
 18 Civil Procedure 26(c).

19           2.3       Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
 20 as their support staff).

21           2.4       Designating Party: a Party or Non-Party that designates information or items that it  
 22 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

23           2.5       Disclosure or Discovery Material: all items or information, regardless of the medium  
 24 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
 25 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
 26 discovery in this matter.

27           2.6       Expert: a person with specialized knowledge or experience in a matter pertinent to the  
 28 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
 consultant in this action.

1           2.7     House Counsel: attorneys who are employees of a Party to this action. House Counsel  
2 does not include Outside Counsel of Record or any other outside counsel.

3           2.8     Non-Party: any natural person, partnership, corporation, association, or other legal  
4 entity not named as a Party to this action.

5           2.9     Outside Counsel of Record: attorneys who are not employees of a Party to this action  
6 but are retained to represent or advise a Party to this action and have appeared in this action on  
7 behalf of that party or are affiliated with a law firm which has appeared on behalf of that Party.

8           2.10    Party: any party to this action, including all of its officers, directors, employees,  
9 consultants, retained experts, House Counsel, and Outside Counsel of Record (and their support  
10 staffs).

11          2.11    Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
12 Material in this action.

13          2.12    Professional Vendors: persons or entities that provide litigation support services (e.g.,  
14 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
15 storing, or retrieving data in any form or medium) and their employees and subcontractors.

16          2.13    Protected Material: any Disclosure or Discovery Material that is designated as  
17 “CONFIDENTIAL.”

18          2.14    Receiving Party: a Party that receives Disclosure or Discovery Material from a  
19 Producing Party.

### 20           3.     **SCOPE**

21           The protections conferred by this Stipulation and Order cover not only Protected Material (as  
22 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
23 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
24 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
25 However, the protections conferred by this Stipulation and Order do not cover the following  
26 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
27 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
28 publication not involving a violation of this Order, including becoming part of the public record  
through trial or otherwise; and (b) any information known to the Receiving Party prior to the

disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

#### 4. **DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

#### 5. **DESIGNATING PROTECTED MATERIAL**

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) For information in documentary form (e.g., paper or electronic documents, but excluding  
3 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the  
4 legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or  
5 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
6 identify the protected portion(s) (e.g., by making appropriate markings in the margins). If an  
7 electronic document is produced in a format where a “CONFIDENTIAL” legend cannot be affixed  
8 to each page (e.g., a Microsoft Excel spreadsheet), the word “CONFIDENTIAL” must be included  
9 in the filename for the document.

10 A Party or Non-Party that makes original documents or materials available for inspection  
11 need not designate them for protection until after the inspecting Party has indicated which material it  
12 would like copied and produced. During the inspection and before the designation, all of the material  
13 made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
14 identified the documents it wants copied and produced, the Producing Party must determine which  
15 documents, or portions thereof, qualify for protection under this Order. Then, before producing the  
16 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page  
17 that contains Protected Material. If only a portion or portions of the material on a page qualifies for  
18 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
19 appropriate markings in the margins).

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
21 Designating Party identify on the record, before the close of the deposition, hearing, or other  
22 proceeding, all protected testimony.

23 (c) for information produced in some form other than documentary and for any other tangible  
24 items, that the Producing Party affix in a prominent place on the exterior of the container or  
25 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a  
26 portion or portions of the information or item warrant protection, the Producing Party, to the extent  
27 practicable, shall identify the protected portion(s).

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
designate qualified information or items does not, standing alone, waive the Designating Party’s

1 right to secure protection under this Order for such material. Upon timely correction of a  
 2 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in  
 3 accordance with the provisions of this Order.

#### 4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 6 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
 7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
 8 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
 9 confidentiality designation by electing not to mount a challenge promptly after the original  
 10 designation is disclosed.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
 12 by providing written notice of each designation it is challenging and describing the basis for each  
 13 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
 14 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
 15 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
 16 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
 17 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
 18 Party must explain the basis for its belief that the confidentiality designation was not proper and  
 19 must give the Designating Party an opportunity to review the designated material, to reconsider the  
 20 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
 21 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
 22 has engaged in this meet and confer process first or establishes that the Designating Party is  
 23 unwilling to participate in the meet and confer process in a timely manner.

24 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
 25 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil  
 26 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the  
 27 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process  
 28 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a  
 competent declaration affirming that the movant has complied with the meet and confer

requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for



1 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is  
2 attached hereto as Exhibit A;

3 (b) the Parties, and officers, directors, and employees (including House Counsel) of the  
4 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed  
5 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
7 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement  
8 to Be Bound” (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and  
11 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
14 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
15 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
16 deposition testimony or exhibits to depositions that reveal Protected Material must be separately  
17 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
18 Stipulated Protective Order.

19 (g) the author or recipient of a document containing the information or a custodian or other  
20 person who otherwise possessed or knew the information.

21 **8. DISCLOSURE OF PROTECTED MATERIAL IN RESPONSE TO**  
22 **SUBPOENA, COURT ORDER, OR PUBLIC RECORDS ACT REQUEST**

23 8.1 Disclosure in Response to Subpoena or Court Order. If a Party is served with a  
24 subpoena or a court order issued in other litigation that compels disclosure of any information or  
25 items designated in this action as “CONFIDENTIAL,” that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of  
27 the subpoena or court order;  
28



1 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
 2 other litigation that some or all of the material covered by the subpoena or order is subject to this  
 3 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
 5 Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
 7 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
 8 before a determination by the court from which the subpoena or order issued, unless the Party has  
 9 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
 10 expense of seeking protection in that court of its confidential material – and nothing in these  
 11 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
 12 disobey a lawful directive from another court.

13 8.2 Disclosure in Response to Public Records Act/Sunshine Ordinance Request. If a  
 14 Party is served with a request under the California Public Records Act or San Francisco Sunshine  
 15 Ordinance for any information or items designated in this action as “CONFIDENTIAL,” that Party  
 16 must promptly notify in writing the Designating Party, including providing a copy of the request.  
 17 The Designating Party shall have 30 days from such notice to file suit in court or otherwise reach  
 18 agreement with the requestor to prevent disclosure of its Protected Material. If the Designating  
 19 Party does not file suit or reach agreement with the requestor to prevent disclosure, the Party  
 20 receiving the Public Records Act or Sunshine Ordinance request may disclose the Designating  
 21 Party’s Protected Material not covered by other applicable privileges or exemptions.

## 22 9. **NON-PARTIES’ PROTECTED MATERIAL**

23 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
 24 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
 25 connection with this litigation is protected by the remedies and relief provided by this Order.  
 26 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional  
 27 protections.  
 28

(b) A Receiving Party that receives information from a Non-Party that is designated as “CONFIDENTIAL” may share that information with the other Parties subject to the requirements of this Order.

(c) In the event that a Party is required, by a subpoena, court order, or Public Records Act/Sunshine Ordinance request, to produce a Non-Party’s confidential information in its possession, the requirements of Section 8, above, apply.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B) and the Parties’ March 6, 2024 Stipulated ESI Order.

#### 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

1           12.3 Filing Protected Material. Without written permission from the Designating Party or a  
 2 court order secured after appropriate notice to all interested persons, a Party may not file in the  
 3 public record in this action any Protected Material. A Party that seeks to file under seal any  
 4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
 5 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
 6 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing  
 7 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
 8 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant  
 9 to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the information in  
 10 the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

11           12.4 Notice. Notices required by this Order must be provided in writing by electronic mail  
 12 to the counsel of record for a Party. For Non-Parties, notice may be provided to counsel for a Non-  
 13 Party or any other individual designated by the Non-Party.

### 14           13. **FINAL DISPOSITION**

15           Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
 16 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
 17 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
 18 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
 19 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
 20 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
 21 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
 22 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
 23 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected  
 24 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
 25 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
 26 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant  
 27 and expert work product, even if such materials contain Protected Material. Any such archival  
 28 copies that contain or constitute Protected Material remain subject to this Protective Order as set  
 forth in Section 4 (DURATION).

1           **IT IS SO STIPULATED**, through Counsel of Record.

2  
3   Dated: April 11, 2024

DAVID CHIU  
City Attorney  
WAYNE SNODGRASS  
THOMAS S. LAKRITZ  
MIGUEL A. GRADILLA  
KARUN TILAK  
Deputy City Attorneys

7  
8           By: s/Karun Tilak  
              KARUN TILAK

9           Attorneys for Defendants  
10          SAN FRANCISCO COMMUNITY  
11          INVESTMENT FUND, CITY AND COUNTY  
            OF SAN FRANCISCO, and NAOMI KELLY

12  
13   Dated: April 11, 2024

HANAGAMI LAW

14           By: s/William K. Hanagami  
              WILLIAM K. HANAGAMI

15           Attorneys for Plaintiff LEIASA BECKHAM

16  
17   Dated: April 11, 2024

SEVERSON & WERSON

18           By: s/Andrew S. Elliott  
              ANDREW S. ELLIOTT  
19           ELIZABETH C. FARRELL

20           Attorneys for Defendants 1850 BRYANT LAND LLC,  
21          CHRISTOPHER PAUL FOLEY AND DOUGLAS  
            ROSS

22  
23   Dated: April 11, 2024

JACKSON LAW GROUP, P.C.

24           By: s/Aaron R. Jackson  
              AARON R. JACKSON

25           Attorneys for Defendants KASLOFSKY &  
26          ASSOCIATES LLC and THURSTON KASLOFSKY

**PROPOSED ORDER**

**IT IS ORDERED** that the forgoing Agreement is approved.

Dated: \_\_\_\_\_  
UNITED STATES MAGISTRATE JUDGE

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California in the case of *United States ex rel. Beckham v. 1850 Bryan Land LLC*, No. 3:21-cv-05742-RS (DMR) (AGT). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**CIVIL L.R. 5-1(h)(3) ATTESTATION**

I, Karun Tilak, attest that each of the other signatories have concurred in the filing of this document, which shall serve in lieu of their own signatures on the document.

Dated: April 11, 2024

DAVID CHIU  
City Attorney  
WAYNE SNODGRASS  
THOMAS S. LAKRITZ  
MIGUEL A. GRADILLA  
KARUN TILAK  
Deputy City Attorneys

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